

IT IS FURTHER ORDERED that the ELECTRIC PLANT BOARD OF THE CITY OF GLASGOW's Counterclaim against the Plaintiff shall remain and continue in abatement pursuant to the Order of this Court entered June 24, 1991.

William E. Harris
SPECIAL JUDGE
BARREN CIRCUIT COURT

August 28, 1991
Date

HAVE SEEN:

William E. Harris
OF COUNSEL FOR PLAINTIFF

Uhel Q. Barich
OF COUNSEL FOR DEFENDANT
ELECTRIC PLANT BOARD OF
THE CITY OF GLASGOW

James J. Basil
OF COUNSEL FOR DANNY J.
BASIL, et al., etc.

SUBSCRIBER TRANSFER AGREEMENT

THIS AGREEMENT, effective this ____ day of _____ 1992, is between the Glasgow Electric Plant Board ("Plant Board") and TeleScripps Cable Company ("TeleScripps").

WHEREAS, the parties entered into a Settlement Agreement dated April 22, 1992 to settle the litigation among themselves and the City of Glasgow; and

WHEREAS, that Settlement Agreement, among other things, requires TeleScripps and the Plant Board to reach agreement on the procedures for transferring subscribers between each other.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein it is agreed as follows:

I. The following procedures are to be used by TeleScripps and the Plant Board when the subscribers of one company desire to be the subscribers of the other:

(1) In the case of a simple residential installation where a ground block has already been installed, the new service provider will remove the customer's wiring from the customer's side of the ground block, install a terminator on the ground block, run a new service drop to the house, install a new ground block, and properly terminate the customer's existing wiring on the new ground block.

(2) In the case of a residential installation where no ground block has been installed, the new service provider will

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cut the cable near the point where it enters the structure and install a proper terminator to assure that the existing service provider's signal does not leak. The new service provider will run a new service drop, install a new ground block, and attach the customer's wiring to the new ground block. The existing service provider's drop will always be handled carefully and left in a safe and secure position.

(3) Where there is existing underground wiring, the new service provider will follow the two procedure outlined below. Where there is a ground block installed on the riser pole, the new service provider will terminate as outlined in paragraph 1 above. Where there is no ground block, or the wiring comes out of a pedestal, the drop will be cut, terminated properly, and the existing service provider notified so that it can take any further action it deems necessary. These terminations will always be made so that the customer's possible return to the existing service provider's service in the future will be facilitated.

(4) In owner occupied multi-unit residential buildings, or in rental multi-unit residential buildings where the owner wants each unit to be able to select from either of the cable services, the parties shall confer with one another prior to altering, removing, transferring or installing any facilities, and they shall employ one of the following alternative procedures:

- (a) A neutral box shall be constructed by a mutually agreed upon third party, with the cost of installation to be divided equally between the parties. Existing service shall be transferred to the neutral box by the third

party. The existing service provider shall retain ownership of its own existing box and appurtenances. The new service provider shall install its own box at its own expense. Each company is to have access to the neutral box, but each company shall have exclusive access to, and control of, its own box.

- (b) The new service provider will run a new service drop to each building, mount a new security box beside the existing service provider's existing box, and contact the existing service provider to arrange a time for representatives of the two companies to meet and install a conduit between the two boxes. Afterward, the companies will either exchange keys to allow the other company access to the boxes to facilitate transfers between the two services or the representatives of the companies will meet each time a transfer takes place to open the needed security box.

- (c) The parties may employ such other procedures as they may mutually agree upon.

(5) For multi-unit dwellings where the owner has elected to purchase cable service for all units in bulk from the new service provider and where the owner notifies the existing service provider to remove its security box from the premises, the new service provider will run a new drop to the building and install its own security box at the location of the existing service provider's box. Alternatively, the parties may agree on the new service provider's purchasing the existing service provider's box.

(6) All installation, termination, transfer or removal procedures to be performed hereunder shall be in accordance with accepted cable industry practices and consistent with all applicable governmental and industry safety and technical codes. All such work shall be performed in a manner so as not to cause a violation of, or lessening of compliance with, applicable regulations of the Federal Communications Commission.

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(7) The parties shall send to each other, on a weekly basis a list of the names and addresses of subscribers who transferred from one company to the other during the preceding week and the date of each service disconnect.

II. This Agreement: (a) shall not be modified except by the written consent of both parties; (b) shall be interpreted in accordance with Kentucky law; and (c) may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as follows:

GLASGOW ELECTRIC PLANT BOARD

By: _____
William J. Ray
Superintendent

TELESCRIPPS CABLE COMPANY

By: _____
Its _____